EXHIBIT E

AMERICAN ARBITRATION ASSOCIATION

Bosch Automotive Service Solutions Inc.,	
Claimant,	AAA Case No.: _____
v.	Arbitrator: _[TBD]_____
Collision Sciences Inc.,	**DEMAND FOR ARBITRATION**
Respondent.	

DEMAND FOR ARBITRATION

Claimant Bosch Automotive Service Solutions Inc. ("Bosch" or "Claimant"),

by its attorneys, for its Demand for Arbitration against Collision Sciences Inc.

("Collision Sciences" or "Respondent"), states:

INTRODUCTION

This dispute stems from Collision Sciences' unauthorized use of Bosch's

Crash Data Retrieval ("CDR") software in support of its own products, in direct

violation of the CDR Software's End User License Agreement ("EULA") that

Collision Sciences entered into with Bosch. At a minimum, Collision Sciences has

and is using the CDR Software: 1) without a direct connection between a Bosch

CDR hardware tool and a vehicle control module; 2) with a wireless communication

connection to the vehicle's OBDII port; 3) with a remote connection over a server or

internet server; and 4) in a way that competes with Bosch's products or services, all

of which are express violations of the EULA for the CDR Software. Furthermore,

evidence suggests that Collision Sciences has also copied the CDR Software;

accessed the source code or architectural framework of the CDR Software, through

disassembly, decompiling, decoding or reverse engineering; prepared derivative works of the CDR Software; and/or accessed the trade secrets of Bosch and third-parties contained within the CDR Software's source code, databases and/or resource files. Bosch has been unable to investigate these latter EULA violations because Collision Sciences has refused to cooperate in good faith with a software audit, as required by the EULA, and has refused to provide the required access to "any books, computers, records, or other information" that relate to Collision Sciences' use of the CDR Software.

Collision Sciences' unauthorized use of Bosch's CDR Software, and potential misappropriation of Bosch's trade secrets, has allowed Collision Sciences to develop a business model that directly competes with the goods and services sold by Bosch. Indeed, upon information and belief, Collision Sciences has approached multiple customers of the Bosch CDR Tool and Software in an attempt to sell its own products and services in place of Bosch's, and then used the Bosch CDR Software in an attempt to promote Collision Sciences' own products. Collision Sciences' violations of the EULA have and will cause significant damage to Bosch and must be stopped. Further, Collision Sciences must be forced to abide by the terms of the EULA to allow a full audit of its use of the CDR Software in order for Bosch to protect its valuable intellectual property.

PARTIES

1.   Claimant Bosch Automotive Service Solutions Inc. ("Bosch") is a Delaware corporation with its principal place of business in Warren, Michigan.

2.   Respondent Collision Sciences Inc. ("Collision Sciences") is an Ontario corporation with its principal place of business in Mississauga, Ontario, Canada.

JURISDICTION AND VENUE

3.   Pursuant to the parties' binding End User License Agreement ("EULA"), attached hereto as **EXHIBIT A** and further described below, all disputes between the parties involving the EULA shall be determined under the laws of the State of Michigan, and are to be submitted to an arbitrator appointed and operating under the *Uniform Arbitration Act* and the procedural rules of the American Arbitration Association.

4.   In accordance with the EULA, the place of the arbitration hearing is to be Oakland County, Michigan.

FACTUAL BACKGROUND

Background of Bosch's CDR Tool and Software

5.   Bosch is a world leader in Event Data Recorder ("EDR") information and imaging technology. Bosch Crash Data Retrieval ("CDR") products have been developed and sold since 2000.

6.   An EDR is installed in some motor vehicles to record technical vehicle and occupant information for a period of time before, during and after a crash. An EDR may record, for instance, (1) pre-crash vehicle dynamics and system status, (2) driver inputs, (3) vehicle crash signature, (4) restraint usage/deployment status, and (5) post-crash data such as the activation of an automatic collision notification system.

7.   The Bosch CDR Tool is made up of hardware and software which provides the ability to "image", "download", or "retrieve" EDR data that may be stored in the control modules of passenger cars, light trucks and SUVs. The software component is a standalone program designed to run in a Windows environment. The Software can generate a Bosch-branded report that displays information about the vehicle and the crash. The hardware part of the CDR Tool is a collection of components—including cables and adapters—that are used to "retrieve" data from the control modules of supported vehicles.

8.   Bosch has invested tens of millions of dollars into the research and development of the Bosch CDR products over the years, and is constantly updating and improving the software and hardware, including constantly adding new vehicles and vehicle models.

9.   The Bosch CDR Tool is capable of retrieving data from multiple different vehicle makes, models and years. Bosch CDR products currently support over 90% of passenger automobiles sold in the United States and Canada.

10.   The process to add support for a new vehicle is time intensive and can begin months—if not more than a year—prior to the introduction of the new vehicle to the market. Bosch must receive the data specifications for the new vehicle's EDR device from original equipment manufacturers of motor vehicles ("OEMs") and/or airbag ECU suppliers in order to add support for the vehicle to the CDR Software. Bosch then modifies the CDR Software to retrieve and interpret the EDR data for the specific vehicle. The updated version of the CDR Software is then subjected to

testing by the OEM to verify the accuracy of the data retrieval and interpretation. Bosch is then allowed to release the new Software version and indicate support for the new vehicle.

11.   Support for a vehicle requires an extensive understanding of the multiple inputs and outputs that the EDR may provide, including how to locate and interpret data on the control module and how to retrieve data from the EDR. For example, one output of a recorded event may have one of dozens of possible display text values based on the state of the vehicle at the time of a crash. For a given supported EDR system for many of the thousands of vehicles the CDR Tool supports, there can be hundreds, if not thousands, of these different inputs as part of the displayed results that the CDR Tool must be able to decode. These display criteria must be tested for all possible values, for all vehicles. The OEM and/or the supplier of the airbag electronic control unit provides the specifications for these different inputs to Bosch as part of the CDR Software development process.

12.   Bosch expends considerable time and resources to add support for each new vehicle sold in the automobile market, in addition to maintaining support for vehicles that are already supported and making necessary changes (inputs/outputs) to each of these systems on, at times, an annual basis.

13.   The Bosch CDR Software embodies Bosch's trade secrets, proprietary technology and processes, and other confidential information that is held in confidence by Bosch or between Bosch and the OEM.

14.   Bosch obtains the EDR data specifications from OEMs pursuant to license agreements, some of which are exclusive licenses and some of which are nonexclusive.

Bosch's Commercial CDR Tool and Software

15.   Bosch's CDR Tools are commercially available in many different countries throughout the world. In the U.S. and Canada, Bosch's CDR hardware Tools and subscription licenses for the Bosch CDR Software are available through Bosch's distributor, Crash Data Group, Inc. ("Crash Data Group").

16.   Current and previous versions of Bosch's CDR Software are available on the Bosch Diagnostics website[1] for download and installation on a Windows-based PC.

17.   The downloadable CDR Software installs in a read-only mode ("CDR File Reader version"), in which the user can open previously-saved CDR files and read them on the computer screen. The user cannot use the CDR File Reader version to pull EDR data, but can open a Bosch-branded CDR report and view it on the user's screen. However, using the CDR File Reader version, a report cannot be printed or saved unless the report is anonymized by the removal of the vehicle identification number ("VIN").

18.   A software subscription must be purchased from Crash Data Group for a user to unlock all the functions of the CDR Software, including downloading data from a supported vehicle, as well as printing and saving the Bosch-branded reports

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[1] *See* https://cdr.boschdiagnostics.com/cdr/software-downloads.

that are generated by the CDR Software. Subscriptions include a one-year license

and entitle the subscriber to receive all software updates and new versions issued

during the term of the subscription. Subscriptions are processed by the Bosch

License Management System and a software activation certificate is sent via email

to the subscription purchaser.

The Bosch CDR Tool Software End User License Agreement ("EULA")

19.   Upon installing the CDR File Reader version, a subscription purchaser

activates the full software by loading the received software activation certificate

when prompted by the application.

20.   The CDR Software prompts the user for acceptance of the EULA by

clicking a box indicating the user's acceptance. The full features of the Software will

not be enabled without acceptance of the EULA.

21.   The EULA for versions 19.0 – 19.5 of the CDR Software sets forth

numerous requirements on the subscriber's use of the CDR Software.

22.   For example, the EULA prohibits use of the CDR Software with

hardware other than the Bosch CDR Tool hardware, as well as wireless and/or

remote connections:

> Connections to vehicles and or electronic control units
> (ECU) for the purposes of retrieving data must be done by
> directly connect the CDR tool to the vehicle or ECU using
> CDR tool cables and/or adaptors approved by Bosch. Any
> connections to a vehicle or ECU through additional
> hardware and software which is not part of the CDR tool
> is prohibited including, but not limited to, indirectly
> connecting the CDR tool through a wireless OBDII
> communications device, enabling remote connection to
> CDR tools over a server or internet server.

(EULA, ¶2.2.1.)

23.   Under Paragraph 2.3 of the EULA, the subscriber expressly agrees,

among other things, NOT to:

> ... alter, copy, disassemble, decompile, reverse engineer,
> decode, or otherwise attempt to access or derive the
> source code or architectural framework of the Software
> [¶2.3.1];
>
> [r]emove any copyright or proprietary notices from any
> part of the Software [¶2.3.2];
>
> ... use the Software as server software for making the
> Software available for multiple users (simultaneous use)
> over a network, install it on a server and allow users to
> access to the Software remotely for the purpose of multi-
> user access, or install the software on a device for use only
> by remote users [¶2.3.3];
>
> [c]opy ..., distribute, rent, lease, loan, assign, or
> sublicense all or any portion of the Software [¶2.3.4];
>
> [m]odify in any way or prepare derivative works of the
> source or object code of the Software [¶2.3.5];
>
> [u]se or permit any other person to use the Software in
> any way that competes with Bosch's products or services,
> except as expressly permitted by applicable law [¶2.3.7];

24.   In order to ensure compliance with the EULA, as is common with

many software license agreements, the EULA contains a provision requiring the

subscriber to submit to an audit of its use of the CDR Software. Specifically, during

the term of the EULA, and for a period of two years thereafter, Bosch is allowed to

audit the subscriber's use of the CDR Software with advance written notice. [¶10.1]

The subscriber is required to:

> ... cooperate with the audit, including by providing access
> to any books, computers, records, or other information
> that relate or may relate to use of the Software. [*Id.*]

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25.   If any "unauthorized use, reproduction, distribution, or other

exploitation of the [CDR] Software" is discovered during the audit, the subscriber is

required to reimburse Bosch for the costs of the audit. [*Id.*]

26.   As noted above, the CDR Software contains Bosch trade secrets, as

well as proprietary information and trade secrets of OEMs. Pursuant to the EULA,

the subscriber "acknowledge[s] and agree[s] that parts of the source code for the

computer programs underlying the [CDR] Software are a Bosch trade secret." [¶8.1]

27.   The subscriber further expressly agrees:

> ... that any efforts by [the subscriber] to reverse engineer,
> decode decompile, disassemble or otherwise attempt to
> access or derive the source code or architectural
> framework of the [CDR] Software, or any other efforts to
> learn the contents of such source code, data bases or
> resource files and applications could result in [the
> subscriber's] access to or knowledge or disclosure of such
> trade secrets without Bosch's permission, and that such
> access, knowledge, or disclosure could violate Bosch's
> trade secret rights and cause Bosch immediate and
> irreparable injury, entitling Bosch to obtain a preliminary
> and/or permanent injunction against [the subscriber].
> [*Id.*]

Collision Sciences' Business Model

28.   Collision Sciences' business model is to provide a wireless EDR data

retrieval tool along with a smartphone application (for both Apple and Android),

named "CrashScan," to retrieve and analyze EDR data from an automobile involved

in a crash.

29.   Collision Sciences markets itself as "a global technology and

information provider that enables insurance carriers and corporations significant

financial and operational benefits through scaled access and intelligent application

of vehicle 'black box' pre-crash data, biomechanical injury severity risk data, diagnostic repair data, and reconstructed motor incident data."

30.   Collision Sciences describes its CrashScan application as "a universal, mobile-app-based EDR (Event Data Recorder) solution, and is the only 'vehicle black box' market option that offers affordable hardware, included user training, dedicated client centric data collection, customizable cloud data analysis, strategic alerting and reporting, and engineering tech support for users."

31.   In marketing its CrashScan product, Collision Sciences states that it "provides investigators the hardware kit and software required to *extract all digital forensic data from supported vehicles.*" (emphasis added).

32.   Upon information and belief, Collision Sciences has not entered into any license agreements with the OEMs for the vehicles that Collision Sciences claims the CrashScan product supports.

33.   Upon information and belief, the list of vehicles that Collision Sciences' product supports has significant overlap with the list of vehicles that Bosch's CDR Tool supports, including vehicles from decades ago (e.g., a 2000 GMC Jimmy).

34.   Upon information and belief, Collision Sciences periodically updates the list of supported vehicles on its website (https://collisionsciences.ca/reports/check_support/) to add vehicles that *may* be supported by its CrashScan product in the future, thereby falsely advertising the capabilities of its current CrashScan product.

Collision Sciences' Acceptance of the EULA

35.   Collision Sciences has been a subscriber of Bosch's CDR Software since at least 2015.

36.   On or about October 27, 2015, Collision Sciences, through Jason Bayley, purchased an authorization certificate for a one-year subscription to the CDR Software (versions 16.2 – 17.0), by paying the subscription fee to Crash Data Group.

37.   On or about January 26, 2018, Collision Sciences, through Jason Bayley, purchased an authorization certificate for a one-year subscription to the CDR Software (versions 17.10 – 18.0), by paying the subscription fee to Crash Data Group.

38.   On or about July 9, 2019, Collision Sciences, through Jason Bayley, purchased an authorization certificate for a one-year subscription to the CDR Software (versions 19.0 – 19.4), by paying the subscription fee to Crash Data Group.

39.   Collision Sciences installed and activated version 19.0 of the CDR Software, expressly agreeing to the EULA prior to the activation.

40.   At a minimum, Collision Sciences used CDR Software version 19.4 to generate crash reports for three Subaru automobiles on or about June 30, 2020.

41.   Collision Sciences voluntarily and validly entered into the EULA with Bosch as part of its paid subscription to the Bosch CDR Software. The EULA is a valid, enforceable contract between Collision Sciences and Bosch.

Collision Sciences' Breaches of the EULA

42.   Collision Sciences has breached the EULA in multiple ways, and, on information and belief, may have misappropriated Bosch's trade secrets.

Unauthorized Use of Bosch Software and Use in Competition with Bosch

43.   Collision Sciences has used and is using the Bosch CDR Software in an unauthorized manner and in a way that competes with Bosch's products or services, in direct violation of the terms of the EULA.

44.   Currently available on Collision Sciences website is a PDF file that contains, at pages 1-7, a Collision Sciences-branded "Claims Report," purportedly for a 2017 RAM 1500, with a generation date of October 1, 2018. At pages 8-53 of the same file is a Bosch-branded Crash Data Retrieval Report, also for a 2017 RAM 1500, with a printed date of September 29, 2018.[2] Bosch has identified this issue to Collision Sciences in the past, but yet the document remains posted on the website.

45.   The Bosch-branded report indicates that it was generated using Version 17.7 of the CDR Software, licensed to Collision Sciences.

46.   The EULA for version 17.7 of the CDR Software (attached hereto as **EXHIBIT B**) expressly reserves for Bosch the rights to prepare derivative works and to publicly display the CDR Software.

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[2] The file was retrieved on April 5, 2021 from: https://www.collision-sciences.com/assets/files/Sample%20Claims%20Report%20&%20Bosch%20CDR%20Report%20-%202017%20RAM%201500.pdf.

47.   On information and belief, the same EDR data, retrieved from the specified vehicle on June 8, 2018, was used to generate both reports, in violation of the EULA.

48.   On information and belief, at least as early as June 2020, Collision Sciences approached a large automobile insurance company in an attempt to sell Collision Sciences' CrashScan tools and software for the retrieval of post-crash EDR data and generation of reports.

49.   On information and belief, a representative of the insurance company was instructed by Collision Sciences on the procedures for using Collision Sciences' CrashScan retrieval tool and smartphone application to retrieve EDR data from a vehicle, and transmit the data, via the internet, to Collision Sciences' cloud-based servers.

50.   The representative used the CrashScan application to retrieve EDR data from three Subaru automobiles.

51.   On or about July 2, 2020, Jason Bayley of Collision Sciences sent an email to the representative, attaching a Collision Sciences-branded Claims Report and a Bosch-branded Crash Data Retrieval Report for each of the three vehicles.

52.   The Bosch-branded reports all indicate that they were generated using Version 19.4 of the CDR Software, licensed to Collision Sciences.

53.   At the request of the representative, on July 8, 2020, Jason Bayley sent another email attaching the raw data files for two of the three vehicles, for the

express purpose of opening the files in the most recent version of the Bosch CDR Software.

54.   On information and belief, Collision Sciences' purpose in providing the Bosch-branded Crash Data Retrieval Report in conjunction with its own branded Claims Report was to authenticate that its products provide accurate and reliable information. Collision Sciences' activities were in furtherance of marketing its own good and services, in direct competition with Bosch's CDR products.

Use of Bosch Software via Remote Transmissions

55.   The retrieval of EDR data from the Subaru vehicles using Collision Sciences' CrashScan tool and application, described above, occurred with the use of tools not approved by Bosch or the EULA, and through wireless communication with an OBDII communications device, which is an unauthorized use of the CDR Software pursuant to the EULA.

56.   Additionally, in order for the CrashScan application to transmit the EDR data to Collision Sciences' cloud-server and produce the Bosch-branded report, on information and belief, the CDR Software must be installed by Collision Sciences on a server, and most likely is available to multiple remote users for simultaneous use over a network.

57.   Both the use of unapproved wireless connections to a vehicle and installation of the CDR Software on a server are expressly prohibited actions under the EULA.

Potential Theft of Bosch's Trade Secrets

58.   As noted above, the process of updating Bosch's CDR Software to provide support for new motor vehicles can begin more than one year before an OEM introduces the vehicle to the consumer market.

59.   In support of the OEM's requirement to ensure EDR readout support in accordance with the Federal Code of Regulations CFR 49 Part 563, Bosch strives to have its CDR Software updated with support for new vehicles *prior* to the release of the vehicles to the market.

60.   For example, version 19.4 of the CDR Software, released on May 7, 2020, added support for certain 2021 model year vehicles from General Motors and Honda, most of which were expected to be released in the later part of 2020.

61.   The release of at least one of those vehicles, the 2021 Buick Enclave, was delayed, and, on information and belief, did not enter wide distribution until December 2020 or January 2021.[3]

62.   At least as early as November 5, 2020, the Collision Sciences' website[4] indicated that the 2021 Buick Enclave was fully supported for EDR data by Collision Sciences' CrashScan application.

63.   Given that the 2021 Buick Enclave was not commercially available by November 5, 2020, and, to Bosch's knowledge, Collision Sciences had not obtained

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[3] *See* GM Press Release, dated Jan. 21, 2021 (https://media.gm.com/media/us/en/buick/news.detail.html/content/Pages/news/us/en/2021/jan/0121-envision.html).

[4] *See,* https://collisionsciences.ca/reports/check_support/.

the EDR data specifications from General Motors, Collision Sciences could not support the 2021 Buick Enclave as of that date.

64. The two most likely possibilities for Collision Sciences to assert it was able to support the 2021 Buick Enclave in its CrashScan application prior to the actual vehicle being commercially available are that: 1) Collision Sciences was planning to use Bosch's CDR Software as a backend to retrieve and analyze vehicle EDR data, and then create Collision Sciences-branded reports from that data; *or* 2) Collision Sciences reversed engineered Bosch's CDR Software in order to decipher the specifications needed to support the 2021 Buick Enclave, and incorporated that information into its own CrashScan application.[5]

65. Collision Sciences has asserted that it is not currently using Bosch's CDR Software to support its CrashScan application. Accordingly, if its CrashScan application did support the 2021 Buick Enclave, then there is a high likelihood that Collision Sciences has decompiled and/or reversed engineered the Bosch CDR Software, and gained access to Bosch's trade secret information.

Failure to Permit an Audit

66. On July 14, 2020, Bosch sent a letter to Collision Sciences demanding the cessation of Collision Sciences' ongoing breaches of the EULA, and demanding a software audit pursuant to the terms of the EULA.

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[5] A third possibility is that Collision Sciences was aware that the 2021 Buick Enclave was not modified from the 2020 model year. This is unlikely, however, because, to Bosch's knowledge, Collision Sciences does not have access to EDR information from General Motors.

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67. Through multiple communications from its CEO and its outside counsel, Collision Sciences has so far refused to submit to an audit.

68. On September 25, 2020, Bosch's counsel sent a detailed proposal for the scope of the software audit to counsel for Collision Sciences. Rather than provide a counter-proposal that indicated the scope of an audit to which Collision Sciences was willing to agree, instead Collision Sciences simply objected to the scope proposed by Bosch, and insisted that Bosch revise its proposal.

69. Further communications maintained the same objections, and have not provided any assurances that Collision Sciences will agree to a software audit of any scope.

70. In May 2021, Bosch requested that Collision Sciences explain when and how its CrashScan application came to support the 2021 Buick Enclave, as asserted on Collision Sciences' website.

71. In July, 2021, Collision Sciences stated that it "did not recall when or why the support list was updated to include the 2021 Buick Enclave," and that the list should be viewed as "aspirational," as it contains "vehicles that may be supported in the future."

72. Bosch again proposed a software audit of Collision Sciences, this time performed by a third-party expert, with sufficient safeguards to protect disclosure of any confidential information to the parties. Collision Sciences again refused and failed to offer an alternative proposal.

73.   Collision Sciences' failure to timely cooperate with a software audit required under the EULA is itself another breach of the agreement.

74.   The software audit required under the EULA, with full access to "any books, computers, records, or other information that relate or may relate to use of the [CDR] Software" is essential for Bosch to investigate the possible access to and misappropriation of Bosch's trade secrets.

COUNT I – BREACH OF CONTRACT

75.   Bosch re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

76.   Collision Sciences accepted the terms of the EULA upon activation of version 19.0 (and subsequent versions) of the Bosch CDR Software, creating a binding agreement between Bosch and Collision Sciences.

77.   Bosch performed all of its obligations under the EULA by making available the full version of the CDR Software upon activation by Collision Sciences.

78.   Collision Sciences unilaterally breached the EULA through the numerous actions described above.

79.   As a result of Collision Sciences' unilateral and bad-faith breach of the EULA, Bosch has suffered substantial harm.

RELIEF SOUGHT

WHEREFORE, Bosch seeks all relief to which it is entitled pursuant to the EULA and at law, including:

1.   Preliminary and permanent injunctive relief requiring Collision

Sciences to comply with the EULA and permit a software audit of its use of the

Bosch CDR Software;

2.   Permanent injunctive relief requiring Collision Sciences to cease all of

use of the Bosch CDR Software prohibited by the EULA;

3.   For compensatory damages in an amount to be determined at

Arbitration;

4.   For pre-judgment interest as allowed by law;

5.   For punitive damages in an amount to be determined at Arbitration;

6.   For reasonable attorneys' fees and costs; and

7.   For such further relief as the Arbitrator may deem just and proper.

Dated: August 20, 2021   Respectfully submitted,

Steven McMahon Zeller

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EXHIBIT A

End User License Agreement (EULA)
For CDR Tool Software after Activation
Version: May 30, 2019

1. ACCEPTANCE OF TERMS
IMPORTANT: READ THIS ENTIRE EULA CAREFULLY. THIS IS A LEGAL DOCUMENT UNDER WHICH YOU HAVE CERTAIN LEGAL RIGHTS AND OBLIGATIONS.

THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A COMPANY OR OTHER ORGANIZATION) ("YOU" OR "LICENSEE")) AND BOSCH AUTOMOTIVE SERVICE SOLUTIONS INC.(REFERRED TO HEREIN AS "BOSCH") CONCERNING YOUR ACCESS TO AND USE OF THE SOFTWARE PURCHASED THROUGH A SUBSCRIPTION PURCHASE ("SOFTWARE"). FOR THE TERM SELECTED AT THE TIME OF PURCHASE OR RENEWAL ("SUBSCRIPTION TERM").

THIS EULA REQUIRES BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE, AND YOU AGREE THAT ANY SUCH DISPUTE OR CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. PLEASE REVIEW SECTION 11 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE.

PLEASE REVIEW THIS EULA CAREFULLY. BOSCH MAY, AT ITS DISCRETION, UPDATE THIS EULA AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA, INCLUDING ANY UPDATES COMMUNICATED TO YOU. BY CLICKING ON THE "ACCEPT" BUTTON OR DOWNLOADING, UPLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT USE THE SOFTWARE AND PROMPTLY REMOVE THE SOFTWARE PACKAGE FROM THE COMPUTER.

2. GRANT OF LICENSE AND RESTRICTIONS

   2.1. Your Authorized Use of the Software. Subject to your compliance with this EULA in all material respects:

   2.1.1. If You are an individual person and you received an activation certificate ("Activation Certificate") pursuant to a Bosch CDR Tool software Subscription from Bosch or an approved CDR Tool reseller or distributor ("Subscription"), Bosch grants You a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software, in object code form only, for the Purpose on the Designated Equipment. "Designated Equipment" shall mean no more than one personal computer per installation of the Software, such computer equipment to be identified by You as the equipment upon which You will be the primary user and intend the Software to be used.

   2.1.2. If You are a company or any other type of organization, Bosch grants to You the right to designate one individual person within Your organization to have the non-exclusive right to exercise the rights set forth in Section 2.1.1.

   2.2. Delivery and Installation.

2.2.1. Provided you retain a valid Subscription issued by the Bosch CDR Software License Service (VLMS), You may implement activation of the Software only on the Designated Equipment provided that the Designated Equipment meets the minimum requirements according to Bosch's recommendations as outlined in the Related Materials. "Related Materials" shall mean all materials other than the Software furnished by Bosch and including, for example, Getting Started Guide, CDR Help File, instructional documentation, guides, and all permitted copies of such material made by Licensee. Connections to vehicles and or electronic control units (ECU) for the purposes of retrieving data must be done by directly connect the CDR tool to the vehicle or ECU using CDR tool cables and/or adaptors approved by Bosch. Any connections to a vehicle or ECU through additional hardware and software which is not part of the CDR tool is prohibited including, but not limited to, indirectly connecting the CDR tool through a wireless OBDII communications device, enabling remote connection to CDR tools over a server or internet server.

2.2.2. The Software which is installed on a second computer may be activated using a legitimate Activation Certificate from Bosch for a single license for back-up or alternate use by the Licensee. Both activations for a single license shall not be used concurrently or in the same manner as a second license. The second activation is intended for the Licensee to use when one computer is not in use.

2.2.3. Bosch shall provide an Activation Certificate to the Licensee after receipt of Licensee's payment for the agreed upon sales price of the Subscription. Activation Certificates and corresponding Software updates are available to the Licensee during the Subscription Term and will be delivered to the Licensee through the email system and made available via download from the internet respectively.

2.2.4. Changes of email address shall promptly be provided to Bosch or the authorized CDR Tool distributor or reseller your Subscription was purchased through.

2.3. Restrictions on Your Use of the Software. The Software or its components may be used only as expressly authorized in this EULA, and in no other way. You expressly agree NOT to:

2.3.1. In whole or in part, alter, copy, disassemble, decompile, reverse engineer, decode, or otherwise attempt to access or derive the source code or architectural framework of the Software;

2.3.2. Remove any copyright or proprietary notices from any part of the Software;

2.3.3. Unless otherwise agreed in writing by Bosch, use the Software as server software for making the Software available for multiple users (simultaneous use) over a network, install it on a server and allow users to access to the Software remotely for the purpose of multi-user access, or install the software on a device for use only by remote users;

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5.3. Licensee shall appoint only qualified staff and use appropriate test equipment or tools to use the Software. Where applicable, Bosch recommends the use of appropriate test equipment and tools as specified in the vehicle manufacturer's issued service manuals.

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7. OPEN SOURCE SOFTWARE

7.1. The Software may include open source software components. Relevant information and details may be found at: c:\Program Files (x86)\Bosch\VTX-VCI.

8. CONFIDENTIALITY OF THE SOFTWARE

8.1. You acknowledge and agree that parts of the source code for the computer programs underlying the Software are a Bosch trade secret. You agree that any efforts by You to reverse engineer, decode decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the Software, or any other efforts to learn the contents of such source code, data bases or resource files and applications could result in Your access to or knowledge or disclosure of such trade secrets without Bosch's permission, and that such access, knowledge, or disclosure could violate Bosch's trade secret rights and cause Bosch immediate and irreparable injury, entitling Bosch to obtain a preliminary and/or permanent injunction against You.

8.2. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this EULA:

8.2.1. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8.2.2. individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

9. DATA PRIVACY AND PROTECTION.

9.1. Licensee agrees that the users of the CDR tool and Software are obligated to be familiar with and follow applicable laws and regulations with respect to data privacy and general data protection regulations (e.g., US Driver Privacy Act of 2015, and the EU General Data Protection Regulation) related to the collection of data from vehicles, including but not limited to Event Data recorded as the result of a crash or active/passive safety system related events. Data collected from the vehicle and subsequently saved to a CDR file may contain Personally Identifiable Information (PII) including but not limited to Vehicle Identification Number (VIN), date & time the event data was recorded and, in some cases, Global Positioning System (GPS) data. Depending on the applicable local, regional, federal, or EU laws and regulations, compliance to regulations may require consent from the vehicle owner or sufficient legal authority may be required to access recorded data prior to retrieval of data from the vehicle using the CDR tool as well as compliance with the GDPR when processing and handling the data stored in the CDR file. Licensee also agrees that it is incumbent on the users of the CDR tool and Software to ensure compliance with applicable laws and regulations.

10. SOFTWARE AUDIT.

10.1. During the term of this EULA and at any time during the two (2) years thereafter, Bosch may audit Your use of the Software with advance written notice. You shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of the Software. Such audit shall not unreasonably interfere with Your business activities. If Vendor discovers unauthorized use, reproduction, distribution, or other exploitation of the Software, You shall reimburse Bosch for the reasonable cost of the audit, or of the next audit in case of discovery without an audit, in addition to such other rights and remedies as Bosch may have.

11. JURISDICTION

11.1. All disputes involving this EULA, except actions arising under the copyright provision of Title 17 of the U.S. Code, shall be determined under the law of the State of Michigan and shall be submitted to an arbitrator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association (hereinafter "AAA"). The locations of the arbitration hearing will be Oakland County, Michigan or such other location as agreed to by the parties. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, one arbitrator shall be chosen under the then current Rules of the AAA pertaining to commercial disputes. Neither party shall be allowed to object to any arbitrator appointed by AAA. The ensuing arbitration shall be conducted according to the Rules of the AAA. The written decision of the arbitrator shall be final, binding and enforceable in any court of the United States or Canada with appropriate jurisdiction. In no case shall the arbitrator be authorized to award cost and damages otherwise prohibited herein. The application of the collision law as well as the Hague Conventions Relating to a Uniform Law on the International Sales of Goods, the United Nations Uniform Purchase Rights and other Conventions on Contracts for the International Sale of Goods shall be excluded.

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12.6. Licensee agrees to obtain written permission from the owner or leasor of the Ford vehicles which the Licensed product is used to retrieve EDR data from, or the owner's legal representative; or written legal compulsion, in the form of a subpoena, warrant or court order, prior to downloading data from a Ford vehicle. Violation of this EULA will result in the termination of the Software license.

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Santa Barbara, CA 93103

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Therefore, in each individual case, it shall be assured by Licensee that the vehicle identification as well as the equipment used to read crash data from ECUs on a given vehicle corresponds to the data of the Licensed Software.

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5.5. Licensee shall promptly inform Licensor of any defect in the Licensed Software and submit the appropriate information to enable the Licensor to correct the defect. Licensor shall, at its sole option; correct the defects discovered in the Licensed Software or deliver a new version of the Licensed Software.

5.6. In the event Licensor cannot detect the defect or the defect resulted from misuse or other circumstances that are beyond Licensor's control, Licensee shall bear any costs incurred in the correction of the defect. LICENSOR SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE EVENT THAT LICENSEE OR A THIRD PARTY MODIFIES THE LICENSED SOFTWARE UNLESS LICENSEE PROVIDES EVIDENCE THAT THE CHANGES DID NOT INFLUENCE OR PRODUCE THE DEFECT.

5.7. Licensee may terminate this Agreement if Licensor is not able to correct material defects in the Licensed Software after several attempts within reasonable period of time.

6. Liability

6.1. In no event shall Licensor be liable for damages arising out of or related to incorrect, incomplete or misinterpreted Licensed Software and/or data. Licensee shall take care to ensure that data supplied hereunder is applicable to the vehicle ECU, the system(s) and the vehicle the data was retrieved from.

6.2. In no event shall Licensor be liable for incidental, consequential, special or punitive damages arising from or related to the Licensed Software or use thereof, Licensor's performance or failure to perform any of its obligations hereunder, whether the claims be in contract or tort, including negligence or strict liability. Licensee's sole and exclusive remedy after acceptance of the Licensed Software shall be the remedy available under the warranty provision.

6.3. Licensee shall appoint only qualified staff and use appropriate test equipment or tools to use the Licensed Software. Where applicable, Licensor recommends the use of appropriate test equipment and tools as specified in the vehicle manufacturer's issued service manuals.

6.4. Licensor shall not be responsible for any damage claim arising from Licensee's failure to comply with the provisions of this Agreement.

7. Term/ Duration

7.1. The License Agreement term for this software version remains in effect as long as the Licensee keeps the installed software on Designated Equipment or is in compliance with section 1.1 and 1.2 when Licensee removes, re-installs and activates this software version on the same or other Designated Equipment.

7.2. Upon expiration of the latest purchased Subscription Period, the license granted hereunder shall continue for this Licensed Software only. Software will continue to function without timing out, however; the Licensee will not be delivered or will not be granted access to production released software updates or patches that are released to the public following the expiration of their subscription period or termination of this agreement unless the Licensed Software subscription is renewed for another license period.

7.3. In the event this Agreement is terminated for cause, the license granted hereunder shall expire immediately.

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9.1 All disputes involving this Agreement, except actions arising under the copyright provision of Title 17 of the U.S. Code, shall be determined under the law of the State of Illinois and shall be submitted to an arbitrator appointed and operating under the Uniform Arbitration Act and the procedural rules of the American Arbitration Association (hereinafter "AAA"). The locations of the arbitration hearing will be Chicago, Illinois or such other location as agreed to by the parties. Within thirty (30) days after either party has notified the other in writing that it is submitting a dispute to arbitration, one arbitrator shall be chosen under the then current Rules of the AAA pertaining to commercial disputes. Neither party shall be allowed to object to any arbitrator appointed by AAA. The ensuing arbitration shall be conducted according to the Rules of the AAA. The written decision of the arbitrator shall be final, binding and enforceable in any court of the United States or Canada with appropriate jurisdiction. In no case shall the arbitrator be authorized to award cost and damages otherwise prohibited herein. The application of the collision law as well as the Hague Conventions Relating to a Uniform Law on the International Sales of Goods, the United Nations Uniform Purchase Rights and other Conventions on Contracts for the International Sale of Goods shall be excluded.

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10.1. All rights granted to Licensee by Licensor under this Agreement (use of Licensed Software) shall expire without notice, if the Licensee infringes a provision of this Agreement.

10.2. In the event this agreement is terminated or expires, Licensee shall uninstall and destroy, within one week after this Agreement has terminated, the Licensed Software as well as all complete or partial

copies thereof, whether altered or embedded in other programs, as well as any documentation, and shall provide a written confirmation thereof to the Licensor.

10.3. Modifications or supplements to this Agreement - including this Article 10.3 - shall be valid only when provided in writing and signed by both parties.

10.4. Should any provision of this Agreement be invalid or become invalid, then such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. Any invalid provision shall be replaced by a reasonable provision which is permissible under the law and which reflects the intent of the original provision.

10.5 Licensee agrees to obtain written permission from the owner or leasor of the Ford vehicles which the Licensed product is used to retrieve EDR data from, or the owner's legal representative; or written legal compulsion, in the form of a subpoena, warrant or court order, prior to downloading data from a Ford vehicle. Violation of this agreement will result in the termination of CDR software license.